

SUPERINTENDENT'S CONTRACT
(John K. Jonak)

**BOARD OF EDUCATION
SCHOOL DISTRICT NO. 78
COOK COUNTY, ILLINOIS**

This Superintendent's Contract (the "Agreement") is made between the Board of Education of Rosemont School District (the "Board") and John K. Jonak (the "Superintendent"):

1. EMPLOYMENT

The Board shall employ the Superintendent as the Superintendent of Schools for Rosemont School District No. 78, Cook County, Illinois (the "District") for the period from July 1, 2022 to June 30, 2025 (the "Contract Period"). A "Contract Year" shall be each period from July 1st through the following June 30 during the Contract Period. This is a performance based contract as authorized by Section 10-23.8 of the Illinois School Code, (105 ILCS 5/10-23.8).

2. SALARY

For his services as Superintendent of Schools, the Superintendent shall be paid a salary based upon an annual rate of \$160,000.00 for the Contract Year from July 1, 2022 through June 30, 2023 and thereafter an annual salary at the rate of \$164,800.00 for the Contract Year from July 1, 2023 through June 30, 2024. For the Contract Year from July 1, 2024 through June 30, 2025, the Superintendent shall receive the same percentage increase in salary as does the teachers bargaining unit. The Superintendent's salary shall be paid in equal semi-monthly installments in accordance with the policy of the Board governing payment of salaries to other certified members of the professional staff. In addition, the Board shall, on behalf of the Superintendent, pay for or "pick-up" the Superintendent's required contributions to the Illinois Teachers Retirement System ("TRS") and the Teachers Health Insurance Security Fund ("THIS") that are due on the Superintendent's creditable TRS/THIS earnings. These payments to TRS and THIS shall be in addition to and not deducted from the Superintendent's salary. The Superintendent shall not have the option of choosing to receive directly the amounts contributed to TRS/THIS by the Board on the Superintendent's behalf, nor any right or claim to the contributions to TRS/THIS except as such may subsequently become available pursuant to the provisions of TRS/THIS and their respective rules and regulations. The Board and the Superintendent acknowledge that the contributions made by the Board to TRS/THIS on the Superintendent's behalf are a condition of employment to secure the Superintendents services, knowledge and experience.

3. CREDITABLE EARNINGS

The Superintendent and the Board agree that the Board makes no representation regarding the creditable earnings status or creditable service with respect to any payments received by the Superintendent pursuant to the terms of this Agreement. Any and all determinations regarding creditable earnings, creditable service, and related TRS and THIS issues shall be made by TRS/THIS, and subject to whatever avenues the Superintendent may have to challenge such TRS/THIS determinations.

4. BENEFITS

- A. The Superintendent shall receive paid vacation time as follows: 25 working days during each Contract Year. The Superintendent shall also receive the following days as paid holidays: July 4, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King's Birthday, President's Day, Pulaski Day and Memorial Day. Saturdays, Sundays and the dates designated as paid holidays for the Superintendent shall not be considered working days. The Superintendent shall not be entitled to any additional compensation of any kind should he perform services on any day that is not considered a working day. The Superintendent shall advise the President of the Board in advance of taking any vacation which has a duration of two consecutive working days or more. Before taking a vacation which has a duration of more than two working days, the Superintendent shall request and receive the pre-approval of the Board President. Unless the Board otherwise approves, the Superintendent shall be entitled to take vacation days only during the Contract Year for which the vacation days were received.
- B. The Superintendent shall receive the same normal allotment of sick leave (as defined in the Section 24-6 of the School Code) for each Contract Year as provided to the District's teachers under their collective bargaining agreement. Sick leave may be accumulated without any limitation. The Superintendent shall receive the same normal allotment of personal days and bereavement leave as the Board provides to full time certified teachers employed by the Board pursuant to the collective bargaining agreement in place. Personal days not taken within a Contract Year shall be added to the Superintendent's accumulated sick leave days to the same extent as may be provided in the Board's collective bargaining agreement with its teachers. The Superintendent shall not utilize personal days on consecutive working days without the prior approval of the Board.
- C. The Superintendent shall receive family coverage under the Board's medical and hospitalization benefits program subject to all the eligibility conditions of this program.
- D. The Superintendent shall receive family coverage under the Board's dental insurance program subject to all the eligibility conditions of this program.

- E. The Superintendent shall receive a term life insurance policy with a face value of \$100,000.00 as provided under any group term life insurance program effective in the District and subject to all eligibility conditions of the group life insurance carrier.
- F. The Superintendent shall receive an allowance of \$500.00 per month to cover the costs the Superintendent incurs in utilizing a motor vehicle in the performance of his duties under this Agreement. The Superintendent shall not be entitled to receive any additional reimbursements for the cost of obtaining, operating or maintaining a motor vehicle without the prior written approval of the Board.
- G. The Board shall pay the cost of the Superintendent's annual membership dues in the American Association of School Administrators, the Illinois Association of School Administrators and the Leyden Area Superintendents Round Table. The Superintendent may request that the Board pay membership dues for the Superintendent for other appropriate professional organizations.

5. **MEDICAL EXAMINATION**

The Superintendent may undergo a comprehensive medical examination annually by a doctor licensed to practice medicine in all its branches and shall undergo such examination if requested to do so by the Board. Such examination, if performed, shall include those tests deemed to be necessary by the doctor. The Superintendent shall furnish the Board with a certificate from the doctor who conducted the examination which certifies that the Superintendent is competent to perform the duties of Superintendent of Schools for the District. This certificate shall be maintained in the Superintendent's personnel file. The Board shall reimburse the Superintendent for the cost of the medical examination required under this paragraph up to an amount not to exceed \$500.00, unless a greater amount is approved by the Board.

6. **CERTIFICATION**

The Superintendent shall at all times during the term of this Agreement hold a valid Certificate issued by the Illinois State Teachers Certification Board qualifying him to serve as Superintendent of Schools for the District. A copy of this Certificate or other documentation establishing that the Superintendent is qualified to act as Superintendent of Schools for the District shall be furnished by the Superintendent to the Board.

7. **DUTIES**

The Superintendent shall have charge of the administration of the Rosemont School under the direction of the Board. In addition to his administrative duties, the Superintendent shall make recommendations to the Board concerning the budget, the selection, retention and dismissal of teachers and all other employees, and the selection of textbooks, instructional material and courses of study. The Superintendent shall keep or cause to be kept the records and accounts of the District

as directed and required by the Board, and aid in making reports required by the Board. The Superintendent shall also notify the State Board of Education and the Board that any person who is employed by the Board has been named as a perpetrator in an indicated report filed pursuant to the Abused and Neglected Child Reporting Act, approved June 26, 1975, as amended. The Superintendent shall also perform those duties and responsibilities assigned to the Superintendent of Schools by statute, regulation or by the District's policy manual. In addition, the Superintendent shall supervise the work and performance of the District's Principal, teachers, support staff and perform such other administrative or educational duties as may be delegated to him by the Board from time to time.

8. EXTENT OF SERVICE

- A. The Superintendent shall devote his full working time, attention and energy to the administrative, business and educational affairs of the School District. However, without loss of salary, but subject to prior approval by the Board, he may attend university courses, seminars or other professional growth activities, lecture, engage in writing activities, speaking engagements, and engage in other school or education-related activities. The Superintendent shall not jeopardize the proper functioning of the District by reason of his involvement in any such activities.
- B. The Superintendent shall attend professional meetings at the local, state and national level provided prior to such meetings the Board agrees to pay the reasonable expenses to be incurred as a result of the Superintendent's attendance at such meetings. The Superintendent shall recommend to the Board that he be permitted to attend at the Board's expense, those professional meetings where his attendance shall be beneficial to the District.
- C. The Superintendent shall participate in local, civic and fraternal organizations in the interest of promoting a better understanding of the District's functions and its concerns. Subject to the prior approval of the Board, the Superintendent shall be reimbursed for any membership dues or similar costs incurred as a result of his participation in activities of such local, civic and fraternal organizations.

9. FORMAL EVALUATION

Annually, but no later than March 25, of each Contract Year, the Board shall evaluate the Superintendent's performance and meet with him to discuss the working relationships between the Superintendent and the Board and other employees of the District. If the Board has any substantial concerns regarding the performance of the Superintendent, such concerns shall be expressed in writing and sent to the Superintendent. The Superintendent shall have a right to respond in writing to the Board's written concerns. At the request of the Superintendent or the Board, the evaluation meeting shall be closed to attendance by members of the public.

10. TERMINATION

This Agreement may be terminated prior to June 30, 2025:

- A. By the mutual agreement of the Board and the Superintendent.
- B. In the event of the death of the Superintendent.
- C. In the event of disability of the Superintendent by illness or incapacity any time after the Superintendent has exhausted his accumulated sick leave and has been absent from the District for whatever cause for an additional continuous period of three months. To effectuate such termination, the Board shall give the Superintendent written notice. All obligations of the Board shall cease when such written notice is given. The Board has the right to require the Superintendent to submit to a medical examination, either physical or mental, whenever the Board deems the Superintendent to be disabled. Such examination shall be performed by a doctor licensed to practice medicine in all its branches. The doctor shall be chosen by the Board and the cost of such examination shall be borne by the Board.
- D. If cause for discharge exists. Cause for discharge shall exist if the Superintendent engages in conduct which is seriously prejudicial to the School District, including but not limited to, neglect of duty, inefficiency or incompetency. The failure of the Superintendent to comply with the terms of this Agreement, including the failure to meet the performance goals set forth in this Agreement, shall constitute cause for discharge. Prior to such discharge being effective, the Superintendent shall be given written notice of the reason why he is being discharged and the opportunity to appear at a hearing before the Board to discuss these reasons. If the Superintendent chooses to appear at a hearing before the Board, he may be represented at his own expense, by legal counsel. Members of the public shall not be allowed to attend that part of any meeting of the Board where the reasons for the discharge of the Superintendent for cause are discussed.
- E. Discharge for Board convenience. The Board, in its sole discretion, shall have the right to discharge the Superintendent without cause at the convenience of the Board as provided in this paragraph. Before any discharge for Board convenience can occur, the Board shall, prior to April 1st of the contract year provide the Superintendent with written notice that it is considering a discharge without cause for the Board's convenience and set forth the reasons for its consideration of such a discharge. The Board shall provide the Superintendent with the opportunity to meet with the Board within 30 days after the date the Superintendent receives the Board's notice in order discuss the Board's reasons for considering a discharge without cause for the convenience of the Board. If the Board then decides to proceed with said discharge, the Board shall serve the Superintendent with a notice that he is being discharged for the convenience of the Board effective as of June

30th of the contract year in which the above required notice has been given. Following the Board's termination of the Superintendent for the convenience of the Board, the Board shall be obligated to pay the Superintendent a lump sum termination payment equal to the equivalent of 20 weeks of pay based upon the Superintendent's then applicable annual salary rate. The Board's lump sum termination payment shall be made after the Superintendent last receives a final paycheck for regular earnings so that such payment is not recognized under TRS rules and regulations as "salary" pursuant to 80 IL.Admin.Code §1650.450(c). In the event TRS rules and regulations change, the parties agree that the termination payment shall be made as required under the revised TRS rules and regulations in such manner that it is not recognized as "salary" under the TRS rules and regulations then in effect.

11. PERFORMANCE GOALS AND INDICATORS

This is a performance based multiyear agreement. In accordance with, and subject to, the requirements of Section 10-23.8 of the School Code, the Superintendent shall during the Contract Period and during each Contract Year perform the following activities, engage in the following activities and evaluations and meet the following performance goals with respect to student performance and academic improvement:

Annually, the Superintendent, with the assistance of his administrative team, shall (1) evaluate student performance; (2) review the curriculum and instructional services; and (3) report to the school board on his finding as to (a) student performance and (b) recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance.

The Superintendent shall mentor and train the District's principal with an emphasis on curriculum development, student improvement, staff development, school finance and budgeting as well as ISBE reporting requirements.

The Superintendent shall be visible to the Rosemont community and keep abreast of current educational practices. The indicator of whether this goal has been achieved shall be a written report to be submitted to the Board by the Superintendent prior to the end of each Contract Year which describes, to the satisfaction of the Board, those activities the Superintendent has undertaken to be visible to the Rosemont Community and to keep abreast of current educational practices.

11. NO CONTRACTUAL CONTINUED SERVICE

In accordance with the terms of Section 10-23.8 of the Illinois School Code (105 ILCS 5/10-23.8), by accepting the terms of this performance-based multi-year Agreement, the Superintendent acknowledges that he waives all rights which might otherwise be granted him under Sections 24-11 through 24-16 of the School Code for the duration of his employment as Superintendent of the District.


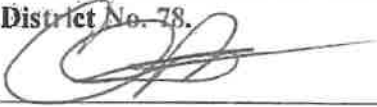

12. NOTICES

Any notice required to be given by the Board to the Superintendent under this Agreement shall be in writing and shall be deemed to be given on the date it is actually received by the Superintendent or two days, not counting Sundays or federal legal holidays, after it is mailed by certified mail, return receipt requested, to the residence of the Superintendent.

13. MISCELLANEOUS

- A. This contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.
- B. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this contract, the text shall control.
- C. This contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- D. If any provision of this contract is subsequently declared by the proper judicial authority, in a final decision, to be unlawful or unenforceable, all other provisions of the contract shall remain in full force and effect.
- E. This contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written. Except as to modifications expressly provided for in this contract, no modification or amendment of this contract shall be valid or binding on the parties unless it is in writing and executed by the Board and the Superintendent.
- F. This contract shall become effective, and be deemed dated, as of the date the last of the parties signs this contract, as set forth below.

WHEREAS, in Witness Whereof, the Board of Education of School District No. 78, Cook County, Illinois, by its President and Secretary, and John K. Jonak have each affixed their signatures hereto on the dates indicated below.

John K. Jonak  Dated: <u>4/12/22</u>	Board of Education of Rosemont School District No. 78.  Board President Attest:  Board Secretary Date: <u>04-11-2022</u>
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